

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

PAUL GREENE,

Plaintiff,

vs.

AMAZON.COM SERVICES, LLC,

Defendant.

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CASE NO.

JURY DEMANDED

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff Paul Greene ("Plaintiff" or "Greene"), by way of this Complaint against Defendant Amazon.com Services, LLC ("Defendant" or "Amazon") states and alleges as follows:

NATURE OF THE ACTION

1. This is an action under the Americans With Disabilities Act ("ADA"), 29 U.S.C. Section 12101 et seq., as amended.

2. Mr. Greene sues to redress the legal and equitable wrongs he suffered as a result of Defendant's retaliatory termination of his employment solely on the basis of his recognized disability. As discussed in more detail below, Defendant terminated Plaintiff's employment following the denial of his request for a reasonable work accommodation due to his disability despite being a high performing employee with positive performance evaluations and no history of corrective actions.

JURISDICTION AND VENUE

3. This action is authorized and instituted pursuant to 29 U.S.C. § 12101 et seq. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, and 1337.

4. The employment practices alleged to be unlawful were committed within the jurisdiction of the United States District Court for the Northern District of Texas, Fort Worth Division.

PARTIES

5. Plaintiff Paul Greene is a natural person residing in Hunt County, Texas.

6. Defendant Amazon.com Services, LLC is a Delaware limited liability company authorized to perform business in this state and may be served through its registered agent for service at the following address: Corporation Service Company dba CSC – Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

FACTUAL ALLEGATIONS

7. Plaintiff worked for Amazon at its fulfillment center located at 700 Westport Pkwy, Fort Worth, Texas 76117. Plaintiff began working for Amazon in September of 2016 until his termination on September 7, 2018.

8. Plaintiff is disabled and was disabled when he began his employment with Amazon. Plaintiff's right leg is amputated below the knee.

9. At the time he was hired, Plaintiff was required to go through a physical screening and was assigned a green badge indicating that he was disabled.

10. Plaintiff worked in packing in the distribution area of Amazon for the majority of his employment with Amazon.

11. After nearly two years of successfully working in distribution packing, Plaintiff was reassigned in August 2018 to work in picking inbound orders. At the time of his transfer, after watching the required safety video, Plaintiff advised Defendant's safety officer that he would not

be able to properly and safely perform the functions of the job because of his disability. Defendant's safety officer told Plaintiff "just do the job in whatever way you can."

12. Plaintiff was unable to adequately and safely perform the job functions associated with picking inbound orders, and he requested to be returned to his original position in distribution. Upon his return to his original position in distribution, Plaintiff was written-up for allegedly not being able to keep up with his job duties. Plaintiff requested a reasonable accommodation to perform his job duties and was informed that his current position was where disability accommodations work.

13. Following this request for accommodation, Plaintiff was wrongfully terminated from his position on the basis that he was unable to meet his job demands.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

14. Plaintiff has met all procedural prerequisites of bringing this action against Amazon for violations of the ADA. Plaintiff filed his charge with the U.S. Equal Employment Opportunity Commission ("EEOC"). Plaintiff received a Right to Sue Letter from the EEOC on March 17, 2021. The Right to Sue Letter was issued on March 17, 2020; however, despite repeated requests from Plaintiff's counsel regarding the Right to Sue Letter, the Right to Sue Letter was sent to the wrong address in error and was not sent to Plaintiff's counsel until March 17, 2021. As such, Plaintiff is bringing this civil action within 90 days of receipt of his notice of the Right to Sue Letter. Thus, all conditions precedent to filing this action have been met.

VIOLATIONS OF AMERICANS WITH DISABILITIES ACT

15. Plaintiff incorporates all allegations contained in the preceding paragraphs.

16. Plaintiff is disabled, as defined by the ADA. *See* 42 U.S.C. §§ 12102, 12111(8). Plaintiff's right leg is amputated below the knee. Plaintiff is otherwise qualified to perform the essential functions of his position in packing in the distribution area of Amazon.

17. Plaintiff is an employee within the meaning of the ADA. *See* 42 U.S.C. § 12111(4).

18. Defendant is an employer within the meaning of the ADA, is engaged in an industry affecting commerce, and has 15 or more employees. *See* 42 U.S.C. § 12111(5).

19. Defendant violated the ADA by intentionally discriminating against Plaintiff on the basis of his disability. Defendant's discriminatory acts include refusing to provide a reasonable accommodation to Plaintiff to perform his job duties. Plaintiff requested a reasonable accommodation; however, Amazon refused to make the accommodation and terminated Plaintiff's employment.

20. The effect of the practices complained of herein caused Plaintiff's damages by way of loss of wages and benefits, and other pecuniary compensatory damages he has suffered in the past, and in reasonable probability, will suffer in the future, all in an amount in excess of the minimum jurisdictional requirements of this court.

ATTORNEYS' FEES

21. Plaintiff requests the court award a reasonable fee, pursuant to 42 U.S.C. § 12205 for his attorneys' fees for his attorneys' services rendered and to be rendered herein, as well as expenses and court costs, both at the trial court level and in the event of subsequent appeals, including to the Supreme Court.

JURY DEMAND

22. Plaintiff demands a trial by jury for all of the issues a jury may properly decide, and for all of the requested relief that jury may award.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff Paul Greene, requests that Defendant Amazon.com Services, LLC, be cited to appear herein, and that on final trial, Plaintiff have judgment against Defendant as follows:

- A. Plaintiff's actual damages, including lost wages and benefits (both back pay and front pay);
- B. Compensatory and exemplary damages for the maximum amount allowed by law;
- C. Pre-judgment and post-judgment interest at the maximum rate allowed by law;
- D. Costs of suit, including reasonable and necessary attorney's fees; and
- E. The award of such other and further relief, both at law and in equity to which Plaintiff may be justly entitled.

Respectfully submitted,

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